

Staff Summary Report



Council Meeting Date: 12/12/02

Agenda Item Number: 39

SUBJECT: Set public hearings for **January 9, 2003**, and **January 16, 2003**, to adopt an ordinance to grant an electrical easement to Salt River Project (SRP) for a 12kV underground electric line within the Police Substation property at 8201 S. Hardy Drive.

DOCUMENT NAME: (20021212PWDR03) **GRANT OF EASEMENT (0904-02)**
ORDINANCE NO. 2002.52

SUPPORTING DOCS: Yes

COMMENTS: The Survey and Blue Stake Crew of SRP determined that a previous easement description recorded varies from the actual placement of the electric line. Upon the new easement being granted, SRP will record a Quit Claim Deed to abandon the previously recorded easement. A portion of the new easement also will provide an underground power easement to an existing monopole.

PREPARED BY: HEIDI GRAHAM, REAL PROPERTY SPECIALIST (x8528)

REVIEWED BY: ANDY GOH, ACTING CITY ENGINEER (x8896)

LEGAL REVIEW BY: RON DUNHAM, ASSISTANT CITY ATTORNEY (x8814)

FISCAL NOTE: N/A

RECOMMENDATION: Adopt Ordinance No. 2002.52 and authorize the Mayor to execute any necessary documents.

Approved by Glenn Kephart, Public Works Manager

ORDINANCE NO. 2002.52

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, GRANTING AN ELECTRICAL EASEMENT TO SALT RIVER PROJECT (SRP) FOR A 12KV UNDERGROUND ELECTRIC LINE, LOCATED WITHIN THE POLICE SUBSTATION AT 8201 N. HARDY DRIVE, WITHIN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 4 EAST, G & SRB & M.

WHEREAS, it has been determined that the City of Tempe owns certain real estate described herein, and,

WHEREAS, Salt River Project (SRP) has requested an easement for an underground electric line on said property,

WHEREAS, it would appear to be in the best interest of the City of Tempe to grant an easement to Salt River Project (SRP), and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION I. That the City of Tempe does hereby authorize the grant of an easement to Salt River Project (SRP) in the form attached hereto as Exhibit "A".

SECTION II. That the rights granted in the easement to Salt River Project (SRP) shall be subject to the same encumbrances, liens, limitations, restrictions, and estates as

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exist on the land of which the easement is a part, and provided that the use of the easement shall not interfere with any public improvements or future public improvements upon grantor's land.

SECTION III: The Mayor is authorized to execute the easement authorized herein.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,

ARIZONA this _____ day of _____, 2002.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

HOLD FOR PICK UP:

SALT RIVER PROJECT

Land Department

P. O. Box 52025

Phoenix, Arizona 85072-2025



Exhibit "A"

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 301-53-006

R/W # 344 Agt. MJM

Job # KJB-00918

W  

CITY OF TEMPE,
a municipal corporation of the State of Arizona,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP)**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called the Grantee, an easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, and fixtures for the distribution of electricity at a voltage no greater than 12 kilovolts and for all other purposes connected therewith and for SRP's underground communication or data transmission facilities ('Facilities'), together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

Beginning at the center section quarter corner of Section Sixteen (16), Township One (1) South, Range Four (4) East of the Gila and Salt River Base and Meridian proceeding along a bearing of North 89 degrees 46 minutes 13 seconds East a distance of 1810.89 feet; thence along the Westerly right of way line of the Arizona Eastern Railroad along a bearing of South 15 degrees 39 minutes 00 seconds West a distance of 2715.87 feet; thence along a bearing of South 89 degrees 46 minutes 47 seconds West a distance of 1062.14 feet; thence along a bearing of North 00 degrees 21 minutes 13 seconds East a distance of 2612.06 feet to the point of beginning all in the South half of Section 16, Township 1 South, Range 4 East of the Gila and Salt River Base and Meridian.

Easement Parcel:

Said easement being 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of the above-described Grantor's property; thence North 00° 21' 13" West (assumed bearing) along the West line of said Grantor's property a distance of 609.97 feet to the **POINT OF BEGINNING** of the easement herein described; thence North 89° 38' 47" East a distance of 68.87 feet to a point on the South line of a 6.33 foot by 4.17 foot equipment pad area, said pad area being part of this easement; thence South 01° 21' 09" East a distance of 6.12 feet; thence North 89° 33' 18" East a distance of 878.62 feet; thence North 00° 03' 41" East a distance of 849.65 feet; thence North 00° 17' 17" East a distance of 518.25 feet; thence North 01° 05' 07" West a distance of 12.43 feet to a point hereinafter known as Point "A"; thence South 89° 40' 29" East a distance of 8.29 feet; thence South 83° 33' 08" East a distance of 6.99 feet to a point on the Westerly edge of a 5.50 foot by 7.50 foot equipment pad area, said pad area being part of this easement; thence continuing South 83° 33' 08" East a distance of 7.53 feet; thence South 80° 13' 45" East a distance of 14.00 feet and the terminus of this line; thence from said Point "A", North 09° 06' 47" West a distance of 8.30 feet; thence North 88° 23' 53" West a distance of 32.64 feet; thence North 88° 35' 25" West a distance of 60.95 feet; thence South 89° 42' 50" West a distance of 435.70 feet to a point hereinafter known as Point "B"; thence North 00° 30' 49" East a distance of 42.97 feet to a point within a 7.50 foot by 5.50 foot equipment pad area and the terminus of this line, said pad area being part of this easement; thence from said Point "B", South 89° 42' 50" West a distance of 233.07 feet to a point, said point bears South 00° 21' 13" East a distance of 614.83 feet and North 89° 38' 47" East a distance of 428.86 feet from the Northwest corner of said property; thence from said point, North 14° 22' 36" West a distance of 17.52 feet; thence North 04° 45' 05" West a distance of 22.63 feet; thence North 00° 24' 07" East a distance of 120.16 feet to the Southerly corner of a 5.50 foot by 7.50 foot equipment pad area and the terminus of this line, said pad area being part of this easement.

The sidelines of said easement to terminate on the West line of said property.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings.

Grantor shall not construct, any structure or place trees, store materials, alter ground level or make any other use of the Easement Parcel that would reduce clearance below that required by National Electrical Safety Code (NESC).

The said easement to include the right to cut back and trim such portions of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right of way, so as to prevent the same from interfering with the efficient maintenance and operation of said underground power facilities.

In the event Grantee permanently abandons the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

IN WITNESS WHEREOF, **THE CITY OF TEMPE**, a municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

THE CITY OF TEMPE,
a municipal corporation,

By _____

Its _____

By _____

Its _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, as _____, respectively, of **THE CITY OF TEMPE**, a municipal corporation, on behalf of such corporation.

My Commission Expires:

Notary Public

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

